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Nashville, TN 37201-3300

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December 3, 2003

RECEIVED

DEC 03 2003

TN REGULATORY AUTHORITY  
TELECOMMUNICATIONS DIVISION

Mr. Joe Werner, Chief  
Telecommunications Division  
Tennessee Regulatory Authority  
460 James Robertson Parkway  
Nashville, Tennessee

03.1366

Dear Mr. Werner:

SUBJECT: Tariff Filing to Establish the BellSouth® Welcoming Rewards Promotion

Attached is the following tariff of BellSouth® Telecommunications, Inc., issued December 3, 2003 with an effective date of January 2, 2004.

**General Subscriber Services Tariff**

A13.90      Contents - Fourth Revised Page 8.2  
Original Page 94.58

This filing establishes the BellSouth® Welcoming Rewards Promotion. Additional details are located in the attached Executive Summary.

We appreciate your returning a receipted copy as evidence of this tariff filing. Please call Kathy Sager at 214-4150 if you have any questions or wish to discuss.

Yours truly,

Attachments

## **PROMOTION DESCRIPTION**

# **BellSouth® Welcoming Rewards Promotion**

This promotion is an offering available to new BellSouth customers in Tennessee that are located in Rate Group 5 within the state. The BellSouth® Welcoming Rewards Promotion will offer a reward on the subscriber's bill. Subscribers must sign a twelve (12) month term election agreement to participate in the promotion to receive the reward specified. The promotion will begin on January 2, 2004 and end on June 30, 2004.

## **PROGRAM ELIGIBILITY**

- This promotion is available to new BellSouth business customers subscribing to local exchange service.
- Subscribers must have a minimum of one (1) line at the location to be eligible.
- Subscriber's locations must be located in Rate Group 5.
- Subscriber must sign a twelve (12) month term election agreement to receive the reward.
- Subscriber agrees to keep local services with BellSouth under its General Subscriber Services Tariff for a minimum of twelve (12) months from the enrollment date in the promotion.
- For multi-location subscribers, all locations must qualify.

## **PROMOTION ELEMENTS**

- Reward: Seventy-five dollars (\$75) per new line at the time BellSouth becomes the local service provider. Lines include 1FB, line equivalents and trunks including Centrex.

<b>Eligible Lines</b>	<b>Reward</b>
Minimum of one line per location	\$75 per line

- The reward will appear as a one (1) time credit in the Other Credits & Charges section of the subscriber's bill in a subsequent billing period usually within one or two billing cycles. New lines added to the account or locations during the promotional period or Term agreement are not eligible for the seventy-five dollar (\$75) per line reward.
- Participation in the promotion begins on the date the subscriber commits to a term election and BellSouth accepts (unless voided by BellSouth). Depending on the subscriber's billing cycle, the term may begin in the current month or the month following, or the billing cycle that BellSouth completes the subscriber's term election agreement.
- Subscribers with multi-locations that are BTN'd or CLUB billed may have all locations participate as long as all the locations qualify and the locations do not have any service with BellSouth as the local service provider.

- Should the subscriber terminate this Election without cause, the subscriber shall pay to BellSouth a termination liability equal to the lesser of: (1) the total of rewards received during the previous twelve (12) months of service or (2) six percent (6%) of the total Election amount. Should the subscriber terminate this Election agreement prior to the expiration date without cause, the actual termination charge will be calculated based on information available at the time of termination the subscriber's final bill as a charge in the Other Credits & Charges section. The subscriber may also request a calculation of the estimated termination charge at any point during the term. In addition to the reimbursement of the rewards, the same termination provisions as set forth above will apply to underlying services, if applicable.
- Applicable taxes and fees will be based on the full tariff price of all products and services, and no taxes or fees will be added to the amount of any reward under this program.

#### **PROMOTION RESTRICTIONS**

- Subscribers with aggregate annual billing, per state of BellSouth regulated services exceeding thirty-six thousand dollars (\$36,000) at the time of enrollment, are not eligible to participate in this promotion.
- Subscribers who are participating in the BellSouth® Welcoming Rewards Promotion are not eligible to participate in any of the following term plans or programs: Volume and Term Agreements, Contract Service Arrangements, Product Level Contract Service Arrangements, Tennessee Welcoming Reward, Welcome Back Win Back, Solution Plus, Hunting Program or any Key Customer Program (where available).
- Subscribers may participate concurrently with the Simple Savings program or the BellSouth® Complete Choice® for Business Term Plan.
- Payment of the termination charge does not release the Subscriber from other previous amounts owed to BellSouth.
- BellSouth reserves the right to terminate this program at any time; provided, however, that subscribers participating in the program will continue to receive this promotion for the remaining term of their term election agreement.

BELLSOUTH  
TELECOMMUNICATIONS, INC.  
TENNESSEE  
ISSUED: December 3, 2003  
BY: President - Tennessee  
Nashville, Tennessee

GENERAL SUBSCRIBER SERVICES TARIFF

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EFFECTIVE: January 2, 2004

**A13. MISCELLANEOUS SERVICE ARRANGEMENTS**

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EFFECTIVE: January 2, 2004

## A13. MISCELLANEOUS SERVICE ARRANGEMENTS

### A13.90 Business Programs (Cont'd)

#### A13.90.61 BellSouth® Welcoming Rewards Promotion

##### A. Rules and Regulations

This promotion is an offering available to new BellSouth customers in Tennessee that are located in Rate Group 5 within the state. The BellSouth® Welcoming Rewards Promotion will offer a reward on the subscriber's bill. Subscribers must sign a twelve (12) month term election agreement to participate in the promotion to receive the reward specified. The promotion will begin on January 2, 2004 and end on June 30, 2004. This promotion is available for resale for the duration of this enrollment period.

1. This promotion is available to new BellSouth business customers subscribing to local exchange service.
2. Subscribers must have a minimum of one (1) line at the location to be eligible.
3. Subscriber's locations must be located in Rate Group 5.
4. Subscriber must sign a twelve (12) month term election agreement to receive the reward.
5. Subscriber agrees to keep local services with BellSouth under its General Subscriber Services Tariff for a minimum of twelve (12) months from the enrollment date in the promotion.
6. For multi-location subscribers, all locations must qualify.
7. Reward: Seventy-five dollars (\$75) per new line at the time BellSouth becomes the local service provider. Lines include 1FB, line equivalents and trunks including Centrex.

Eligible Lines	Reward
Minimum of one line per location	\$75 per line

8. The reward will appear as a one (1) time credit in the Other Credits & Charges section of the subscriber's bill in a subsequent billing period usually within one or two billing cycles. New lines added to the account or locations during the promotional period or Term agreement are not eligible for the seventy-five dollar (\$75) per line reward.
9. Participation in the promotion begins on the date the subscriber commits to a term election and BellSouth accepts (unless voided by BellSouth). Depending on the subscriber's billing cycle, the term may begin in the current month or the month following, or the billing cycle that BellSouth completes the subscriber's term election agreement.
10. Subscribers with multi-locations that are BTN'd or CLUB billed may have all locations participate as long as all the locations qualify and the locations do not have any service with BellSouth as the local service provider.
11. Should the subscriber terminate this Election without cause, the subscriber shall pay to BellSouth a termination liability equal to the lesser of: (1) the total of rewards received during the previous twelve (12) months of service or (2) six percent (6%) of the total Election amount. Should the subscriber terminate this Election agreement prior to the expiration date without cause, the actual termination charge will be calculated based on information available at the time of termination the subscriber's final bill as a charge in the Other Credits & Charges section. The subscriber may also request a calculation of the estimated termination charge at any point during the term. In addition to the reimbursement of the rewards, the same termination provisions as set forth above will apply to underlying services, if applicable.
12. Applicable taxes and fees will be based on the full tariff price of all products and services, and no taxes or fees will be added to the amount of any reward under this program.
13. Subscribers with aggregate annual billing, per state of BellSouth regulated services exceeding thirty-six thousand dollars (\$36,000) at the time of enrollment, are not eligible to participate in this promotion.
14. Subscribers who are participating in the BellSouth® Welcoming Rewards Promotion are not eligible to participate in any of the following term plans or programs: Volume and Term Agreements, Contract Service Arrangements, Product Level Contract Service Arrangements, Tennessee Welcoming Reward, Welcome Back Win Back, Solution Plus, Hunting Program or any Key Customer Program (where available).
15. Subscribers may participate concurrently with the Simple Savings program or the BellSouth® Complete Choice® for Business Term Plan.
16. Payment of the termination charge does not release the Subscriber from other previous amounts owed to BellSouth.
17. BellSouth reserves the right to terminate this program at any time; provided, however, that subscribers participating in the program will continue to receive this promotion for the remaining term of their term election agreement.



### BellSouth® Welcoming Rewards Promotion Subscriber Election Agreement- Tennessee

The undersigned Subscriber desires to participate in the 2004 BellSouth Welcoming Rewards Promotion (the "Program"), and agrees to the following:

1. Subscriber is a new BellSouth Telecommunications, Inc. ("BellSouth") business services subscriber and establishes BellSouth as its local service provider with 1 or more business lines per location. Subscriber must be located in Rate Group 5 in Tennessee. Subscriber agrees to keep local services with BellSouth under its General Subscriber Services Tariff (G.S.S.T.) for a minimum of 12 months from the enrollment date in the Program. Participation in the Program begins on the date the Subscriber commits to a term election and BellSouth accepts (unless voided by BellSouth). Depending upon the Subscriber's billing cycle, the term may begin in the current month or the month following, or the billing cycle that BellSouth completes the Subscriber's term election agreement.

2. Subscriber will earn for each such line added with the initial order a reward in an amount equal to \$75 multiplied by the number of local exchange service lines subscribed to BellSouth at each location.

Subscriber agrees to the following reward with a 12-month term election agreement: \_\_\_\_\_ (Initial)

Eligible Lines	Reward
Minimum of one line per location	\$75 per line per location

3. The applied reward for any given month will appear as a credit in the Other Charges and Credits (OC&C) section of the Subscriber's bill in a subsequent billing period, usually within one or two billing cycles. New lines added to the account or location during the promotional period or term agreement, are not eligible for the \$75 per line reward. \_\_\_\_\_ (Initial)

4. In the event the Subscriber terminates the 12-month election commitment, the Subscriber must pay to BellSouth the total rewards received. This charge will appear on the Subscriber's final bill as a charge in the OC&C section.

5. Should Subscriber terminate this election without cause, Subscriber shall pay BellSouth a termination liability equal to the lesser of: (1) the total of rewards received during the previous twelve (12) months of service or (2) six percent (6%) of the total election amount. Should the Subscriber elect to terminate this agreement prior to the expiration date without cause, the actual termination charge will be calculated based on information available at the time of termination. Based on the information available at the start of this contract, at the end of the first six (6) months of the contract period and for each six (6) month period thereafter, the estimated amount of the termination liability charge will be \$ \_\_\_\_\_. In any event, the estimated termination liability charge will not exceed this amount. Should the Subscriber elect to terminate this contract prior to the expiration date without cause, the actual termination charge will be calculated as described above and based on information available at the time of termination. The same termination provisions will apply to all underlying services. \_\_\_\_\_ (Initial)

6. In the event Subscriber is switched without authorization by another carrier for business local service, Subscriber must call its BellSouth Small Business Office to continue the Program once the improperly switched account has been returned to BellSouth.

7. Applicable taxes and fees will be based on the full tariff price of all products and services, and no taxes or fees will be added to the amount of any reward under this program.

8. This Election is subject to and controlled by the provisions of BellSouth's lawfully filed tariffs, including any changes therein as may be made from time to time.

9. I understand that my signature constitutes my company's (as set forth below) enrollment in the BellSouth Welcoming Rewards Promotion under this term election agreement and the applicable tariffs; I have authority to commit my company to this term election agreement.

SUBSCRIBER: \_\_\_\_\_  
(Business Name on account)

\_\_\_\_\_  
(Business Address)

By: \_\_\_\_\_  
(Signature)

\_\_\_\_\_  
City/State

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
(Business Telephone Number)

\_\_\_\_\_  
Title

\_\_\_\_\_  
(Additional Business Telephone Number(s))

\_\_\_\_\_  
Date

\_\_\_\_\_  
Email Address (optional)

Version 110603

Seller Name \_\_\_\_\_

CUID \_\_\_\_\_

Telephone # for Questions \_\_\_\_\_